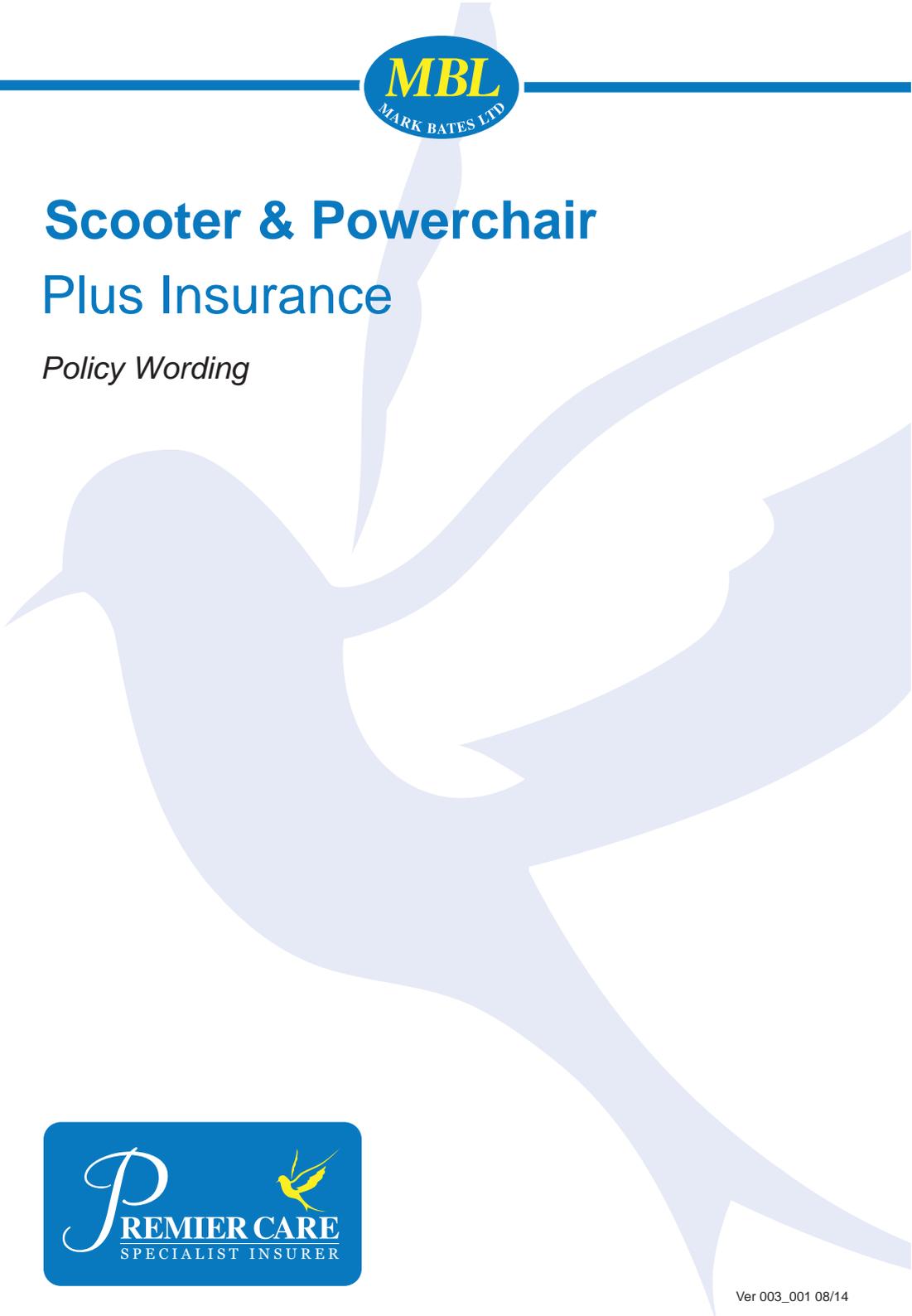




Scooter & Powerchair Plus Insurance

Policy Wording



Notes

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Policy definitions

Wherever the following words and phrases appear in this policy they will always have these meanings.

Geographical limits	United Kingdom, the Channel Islands and the Isle of Man and worldwide for up to 90 days during the period of insurance or if the period of insurance exceeds 12 months, for up to 90 days in any 12 month period.
Period of insurance	Period of insurance stated in the schedule or any subsequent period for which you pay and we accept the premium.
Private dwelling	Self contained living quarters with a private entrance either from outside the building or from a common hall, lobby, vestibule or stairway inside the building.
Property	Mobility equipment (including fixed accessories) described in the schedule belonging to you or for which you are legally responsible and normally kept at the address shown in the schedule .
Schedule	Most recent schedule issued to you by us .
We/us/our	The insurer named in the schedule .
You/your/yourself	Insured person named in the schedule .

Policy exclusions

- 1) **General**

This policy does not cover any claim directly or indirectly caused by, contributed to, or arising from

 - a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or terrorism.
 - b) ionising radiations from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - c) the radioactive, toxic or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or its nuclear components.
 - d) any weapon of war employing atomic or nuclear fission, fusion or other like reaction, radioactive force or matter.
- 2) **Use of the property**

This policy does not cover **you** for any claim whilst the **property** is

 - a) being used for racing, pace making or time or reliability trials in any organised sporting event or whilst practising for any of them.
 - b) being used by any person other than **you**, except as provided for within extensions to sections A and B of this policy.
 - c) carrying passengers.

Policy conditions

- 1) **Keeping to the conditions**

You must have complied with all the terms, conditions and endorsements of this policy before **we** are liable to make any payment.
- 2) **Fraud**

If **you** make any claim or statement that is false or fraudulent this insurance will not apply and **we** will not pay any claim.
- 3) **Precautions**

You shall take reasonable precautions to protect the **property** against loss or damage, maintain it in a sound and safe working condition and not use it in any way contrary to the operations manual.
- 4) **Our rights**

In the event of a valid claim under this policy **we** are entitled to pursue, in **your** name but at **our** expense, recovery of amounts **we** have paid or may become liable to pay. **You** must give **us** all the assistance **we** may reasonably require to do this.
- 5) **Other insurance**

If, at the time of any incident which results in loss, damage, legal liability or costs and expenses, there is any other insurance covering the whole or part of the same incident, whether **you** arranged it or not, **we** shall only be liable to pay or contribute **our** proportion of the total payment made for the incident.
- 6) **Cancellation**

We may cancel this policy by sending 30 days' notice by recorded delivery to **you** at **your** last known address and **we** will refund part of the premium for the **period of insurance you** have not used.
You may cancel this policy at any time and **we** will refund part of the premium for the **period of insurance you** have not used, calculated in accordance with **our** short period rates.
We will not refund any part of **your** premium if there have been any claims during the **period of insurance**.
- 7) **Tax**

In addition to the premium **you** will pay to **us** any tax due on the premium which **we** are required to collect in accordance with current legislation.
- 8) **Choice of law**

Unless **we** agree otherwise, this insurance will be governed by English law.
- 9) **Contracts (Rights of Third Parties) Act 1999**

A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.
- 10) **Data Protection Act 1998**

It is agreed by **you** that any information provided to **us** regarding **you**, for the purpose of accepting this insurance and handling any claims, may, if necessary, be divulged to third parties, provided that it is processed by **us** in compliance with the provisions of the Data Protection Act 1998.

Claims condition and notification

In the event of any incident occurring that may give rise to a claim under this policy **you** should do the following.

- 1) As soon as possible and in any event not later than 7 days after the incident **you** should advise **us** of a potential claim.
- 2) At **your** own expense and within 30 days of the incident **you** should complete and send to **us** a claim form, together with any additional documents, details or particulars **we** reasonably require.
- 3) **You** should notify the police immediately if the **property** is lost, stolen or damaged by malicious persons.
- 4) **You** should take all reasonable steps to reduce or avoid loss, damage, liability, costs or expenses.
- 5) **You** must not authorise repair or replacement of the **property** without obtaining **our** agreement first.
- 6) **You** should send to **us** immediately on receipt and unanswered any letter, claim, writ, summons or process.
- 7) **You** should not negotiate with, make any admission of liability or offer or promise payment to anybody else without **our** written consent.

If **you** need to notify **us** of a claim or any other matter relating to this policy **you** should contact

**Mark Bates Ltd Premier House Harlaxton Road
Grantham Lincolnshire NG31 7JX
Telephone: 01476 593887**

Section A - Accidental damage

In the event of loss or damage as a result of any sudden, unexpected and accidental cause to the **property** arising during the **period of insurance** and occurring within the **geographical limits** we will repair or replace the **property** in accordance with the basis of settlement.

Basis of settlement

In the event of loss or damage **we** will pay the following.

- 1) In respect of **property** purchased new and less than 3 years old, at **our** option, the cost of repair or replacement to a condition equivalent to or substantially the same as, but not better or more extensive than, its condition when new.
- 2) In respect of **property** more than 3 years old, or purchased by **you** second hand, at **our** option either
 - a) the cost of repair or the value of the **property** after allowance for wear, tear and depreciation whichever is the lesser or
 - b) the cost of replacement after allowance for wear, tear and depreciation.
- 3) In the event that **property** less than 3 years old cannot be repaired or replaced because a part or component is out of production and no longer available **we** will pay **you** the value of the **property** at the time of loss or damage.

We shall not be liable to pay more than the sum insured stated in the **schedule** in respect of any claim for the **property**.

Exclusions to Section A

This section does not cover

- 1) loss or damage due to
 - a) manufacturing defect, wear and tear, gradual deterioration, electrical or mechanical breakdown, defective workmanship or misuse.
 - b) scratching, denting, tearing or similar damage of a cosmetic nature which does not affect the normal operation of the **property**.
 - c) any process of cleaning, altering, servicing or repairing.
 - d) delay, confiscation or detention by customs officials, the police or similar authorities.
 - e) atmospheric or climatic conditions.
- 2) loss of or damage to tyres by application of brakes or by punctures, cuts or bursts.
- 3) loss or damage that cannot be attributed to a specific event.
- 4) loss or damage by theft or malicious persons
 - a) when the **property** is taken away by any person with **your** permission.
 - b) of or to accessories, unless the **property** is stolen at the same time.
 - c) occurring whilst the **property** is left unattended, unless the starter key has been removed from the vicinity of the **property**.
 - d) to **property** that does not operate by means of a starter key whilst left unattended, unless the battery has been removed from the vicinity of the **property** or the **property** is stored in a locked room or building;

- e) where the **property** is stored overnight in an unattended motor vehicle, unless such vehicle is parked in a locked building.
- 5) loss of or damage to **property**
- a) left for more than one hour (but not more than 12 hours or overnight) since it was last driven by **you**, unless it is secured to an immovable object by a metal padlock and chain or stored in a locked building or room within the confines of **your private dwelling** or in a locked **private dwelling** or room where **you** are temporarily residing; or
 - b) left for more than 12 hours or overnight since it was last driven by **you**, unless it is stored in a locked building or room within the confines of **your private dwelling** or in a locked **private dwelling** or room where **you** are temporarily residing.

Extensions to Section A

1) 'Get you home'

We will pay for the reasonable costs incurred by **you** in returning to **your** home address, or any premises where **you** are temporarily living, following the breakdown or insured loss of or damage to the **property**. However, this extension shall not apply

- a) if **your** return journey is more than 50 miles;
- b) following breakdown due to lack of charge in the battery caused by normal usage; or
- c) if three claims have already been paid under this extension during the **period of insurance** or if the **period of insurance** exceeds 12 months, if three claims have already been paid under this extension during the previous 12 months.

If, in the event of an incident insured by this extension **you** do not use the 'get **you** home' service helpline, details of which have been provided to **you** by Mark Bates Ltd, the most **we** will pay is £100.

2) Loss of keys

If, whilst using the **property** away from **your** home address, **you** should lose its starter key(s) **we** will pay for

- a) the cost of replacement key(s);
- b) the reasonable costs incurred by **you** in returning **you** to **your** home address to obtain a spare key and back again in order to recover the **property**; and
- c) the reasonable costs incurred by **you** in arranging for a third party to recover the **property** and have it taken to **your** home address if it is not possible for **you** to recover the **property** yourself.

Our liability for any one claim shall not exceed £50 and **we** shall not be liable to pay more than one claim during the **period of insurance** or if the **period of insurance** exceeds 12 months, more than one claim in any 12 month period.

3) Personal accident

If, at the same time that **you** incur loss of or damage to the **property** resulting in a valid claim under this section, **you** suffer bodily injury caused by the same event that results within 12 months in

- a) death;
- b) loss of limb by physical severance above the hand or ankle; or
- c) total loss of sight in both eyes

we will pay in respect of

- i) a) above a benefit of £1,000 or the original purchase price of the **property** whichever is the greater; or
 - ii) b) or c) a benefit of £1000
- to **you** or **your** legal representatives.

- 4) **Personal effects**
If, at the same time that **you** incur loss of or damage to the **property** resulting in a valid claim under this section, **you** suffer loss of or damage to **your** personal effects (other than money, stamps, tickets, documents or securities) from the same cause, **we** will pay **you** up to £250.
- 5) **Temporary mobility equipment**
The description of the **property** shall extend to include any similar mobility equipment whilst on hire or loan, provided that **you** have accepted responsibility for the mobility equipment and it is not otherwise insured.
Our liability under this extension shall not exceed the sum insured stated in the **schedule**.
- 6) **Hire costs**
In the event of a valid claim under this section requiring repair or replacement of the **property** **we** will pay for the cost of hiring similar mobility equipment. However, **we** will not pay
a) more than £10 per day; or
b) more than £250 during the **period of insurance** or if the **period of insurance** exceeds 12 months, more than £250 in any 12 month period.
- 7) **Hospitalisation benefit**
We will pay up to £10 per day for additional expenses incurred by **you** following hospitalisation as the direct result of loss of or damage to the **property** for which a valid claim has been paid. However, **we** will not pay more than £250 during the **period of insurance** or if the **period of insurance** exceeds 12 months, more than £250 in any 12 month period.
- 8) **Mugging benefit**
In the event that **you** are mugged whilst using the **property** **we** will pay up to £250 for loss of personal effects or cost of convalescence, provided that a copy of a police and doctor's report has been provided.
We shall not be liable for loss of money, stamps, tickets, documents or securities.
- 9) **Vets fees**
If, at the same time that **you** incur loss of or damage to the **property** resulting in a valid claim under this section **your** pet that is accompanying **you** suffers bodily injury, **we** will pay **you** up to £250 for the cost of vets fees necessarily incurred as a direct result of such loss or damage.
- 10) **Dental fees**
If, at the same time that **you** incur loss of or damage to the **property** resulting in a valid claim under this section **you** suffer bodily injury resulting in damage to **your** natural or prosthetic teeth, **we** will pay **you** up to £250 for dental fees necessarily incurred as a direct result of such loss or damage.

11)

Legal expenses

We will cover **you** (or in the event of **your** death or incapacity, **your** legal representatives) for legal expenses incurred whilst negotiating for **your** legal rights to obtain compensation from a third party in respect of

- a) **your** death or bodily injury; or
- b) loss of or damage to **your property**

arising directly as a consequence of an event resulting in a valid claim under this section requiring repair or replacement of the **property**, provided that

- i) cover only applies for incidents occurring and notified to **us** during the **period of insurance**;
- ii) any legal proceedings are dealt with by a court or other body which **we** agree to within the United Kingdom;
- iii) in either **our** or the appointed lawyer's opinion, it is always more likely than not that **you** will recover damages;
- iv) **you** do not appoint a lawyer to act for **you** without **our** written agreement; and
- v) **we** shall not be liable for any costs or expenses incurred by **you** before **our** written acceptance of the claim.

We shall not be liable to pay more than £25,000 during the **period of insurance** or if the **period of insurance** exceeds 12 months, £25,000 in any 12 month period.

12)

Manual wheelchair

Property insured by this section includes any manual wheelchair belonging to **you** up to a maximum value of £1,000, provided that **you** have given us full details of it.

13)

Alternative mobility vehicle

If, at the same time as loss or damage occurs to the **property** resulting in a claim under this

section, **you** incur bodily injury caused by the same event and as a direct consequence **you**

suffer loss of any bodily function that renders **your** mobility vehicle unsuitable, **we** will pay the difference between the **property** sum insured and the cost of a suitable replacement, provided that

- a) **you** have provided **us** with an independent medical report to substantiate **your** claim.
- b) **we**, at **our** discretion, may request a further medical report at **our** expense.
- c) upon payment of a claim under this extension the ownership of the **property** passes to **us**.

We shall not be liable to pay more than £3,000 during the **period of insurance** or if the **period of insurance** exceeds 12 months, £3,000 in any 12 month period.

14)

Any driver

This section extends to include the **property** whilst being used by any adult with **your** express permission.

Section B - Personal liability

This is a 'claims made' insurance, which means that cover will apply only to claims first notified to **you** during the **period of insurance**.

We will pay for

- 1) all compensation and claimants' costs and expenses for which **you** are legally liable as a consequence of accidental bodily injury (including death, illness, disease and nervous shock) or accidental loss of or damage to **property** in respect of which a claim is made against **you** during the **period of insurance** and arising in connection with **your** ownership, possession or use of the **property**; and
- 2) all costs and expenses arising in connection with paragraph 1) incurred with **our** consent.

Our liability for all compensation and costs and expenses arising out of 1) and 2) shall not exceed £2,000,000 during the **period of insurance** or if the **period of insurance** exceeds 12 months, shall not exceed £2,000,000 in any 12 month period.

Exclusions to Section B

This section does not cover liability arising from the following.

- 1) Any event occurring outside of the **geographical limits**.
- 2) Accidental bodily injury to **you** or any of **your** employees.
- 3) Loss of or damage to **property** belonging to **you** or for which **you** are responsible.
- 4) Any event occurring before the inception date of this policy.
- 5) Any event occurring in the United States of America or Canada.
- 6) Any award of any court outside the United Kingdom, the Channel Islands or the Isle of Man.

Extensions to Section B

- 1) **Unrecovered court awards**
In the event of **you** being awarded damages and taxed costs by any court in the United Kingdom, the Channel Islands or the Isle of Man in respect of accidental bodily injury (including death, illness, disease and nervous shock) or accidental loss of or damage to **property** arising out of **your** ownership, possession or use of the property, **we** will pay **you** any amount that remains unpaid, in full or in part, after a period of 3 months, provided that
 - a) the award is not the subject of an appeal;
 - b) the incident giving rise to the award occurred
 - i) in the United Kingdom, the Channel Islands or the Isle of Man; and
 - ii) after the inception of this policy; and
 - c) **we** are entitled to take over and prosecute for **our** own benefit any claim against any other party and **you** shall give **us** all information and assistance that **we** reasonably require.

Our liability under this extension shall not exceed £2,000,000 during the **period of insurance** or if the **period of insurance** exceeds 12 months, shall not exceed £2,000,000 in any 12 month period.

- 2) **Any driver**
As well as **you**, this section shall extend to include any adult whilst using the **property** with **your** express permission.

Complaints procedure

It is always our intention to provide **you** with a first class standard of service. Misunderstandings can, however, occur and we would prefer to know about the occasional problem than for **you** to remain dissatisfied.

If any problem arises in connection with this policy **you** should firstly discuss this with us by contacting

General Manager

Mark Bates Ltd Premier House Harlaxton Road Grantham Lincolnshire NG31 7JX

Tel No: 0845 838 4709 Fax: 01476 591543 Email: enquiries@premiercare.info

If **your** enquiry has not been dealt with to **your** satisfaction and **you** wish to make a complaint, please refer to the insurer by contacting

The Chief Executive China Taiping Insurance (UK) Co Ltd 2 Finch Lane London EC3V 3NA

Your complaint will be acknowledged and investigated immediately. The insurer will do its best to resolve the problem within 5 working days. For complaints relating to claims, it may take the insurer a little longer, especially if it needs to consult with medical professionals. The insurer will, however, acknowledge **your** complaint and keep **you** regularly informed about the progress of **your** complaint.

If **your** complaint cannot be resolved to **your** satisfaction, the department manager will issue a letter which will set out the basis of **your** complaint and how the insurer has tried to resolve it. This is called a 'final response letter'. If it is necessary to issue a final response letter, the insurer must issue this within 8 weeks from the date **you** first made **your** complaint. If the insurer cannot issue it within this period, it must tell **you** why and when it will be able to respond.

If **you** are not satisfied with the insurer's final response, **you** have six months from receipt of the letter to ask the independent Financial Ombudsman Service (FOS) to review **your** case without affecting **your** legal right to take action.

The FOS contact details are

**Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR
Telephone: 0800 234 567**